

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **SS7293-0/13**

Contract Title: **Airport Noise & Operations Management System (ANOMS) - Maintenance**

Contractor: **Bruel & Kjaer Environment Management Solutions, Inc.
1050 Fulton Ave Suite 213
Sacramento, Ca 95825**

In accordance with the above referenced Contract, this supplement when properly executed becomes a part of the Contract, effective on December 2, 2010 and shall provide for the following changes:

- A. Following section for the purchase of services for calibration and hardware maintenance services for noise monitors is hereby added to Appendix A, Scope of Services:

3. SERVICES FOR NOISE MONITORS

3.1 Introduction

The Contractor shall provide calibration and hardware maintenance services for twenty-four (24) Noise Monitoring Terminals (manufactured by Bruel & Kjaer) located at Miami International Airport and future installations of Noise Monitoring Terminals.

3.2 Equipment Covered

The Contractor shall provide calibration and maintenance services for all of the equipment/components of Noise Monitoring Terminals. The equipment list includes but not limited to the following:

- a. 1-4435 or 4441 Noise Analyzer as applicable
- b. 1-4184 Outdoor Microphone Unit
- c. 1-Rittal SK3113 Temperature Regulator
- d. 1-Rittal SK3107.110 Enclosure Heater
- e. 1-Rittal SK3108.110 Axial Fan
- f. 1-Standard or Cell Phone Modem *
- g. 1-83008 Backup Battery *
- h. 1-PSC124001 Battery Charger *
- i. 1-Isobar 418972 Surge Suppressor for AC Mains *
- j. 1-MGC DLP 4.4 Surge Suppressor for Telephone Lines *
- k. 1-AO0028, 10 meter Microphone Cable
- l. 1-Solar Powered System *
- m. All optional software and or equipment as originally installed &/or updated

* If said equipment is so equipped

3.3 Services To Be Provided

The Contractor shall provide priority services to the County for the systems covered under this contract and services shall include:

3.3.1 Calibration and on-site hardware maintenance

3.3.2 Testing of equipment to operational and performance test procedures

3.3.3 Parts and labor to repair equipment covered:

3.3.3.1 Any Bruel & Kjaer parts that are determined to be defective and not repairable shall be substituted for the original. Replacement parts are delivered on an exchange basis and exchange parts become the property of the Contractor and Replaced part becomes the property of the County. The date and time for the repair work will be determined upon mutual agreement between the County and the Contractor. The County's preferred response time for service request is 24 hours from Monday through Friday, except on holidays as specified in Appendix A, Section 5. The Contractor shall make every effort to comply with this requirement. Full, adequate, and uninterrupted access to the equipment will be provided to the Contractor's On-Site engineers. The County, before equipment is serviced, will back up, remove, protect, and restore, as applicable, programs, data, and removable storage media contained in the equipment.

3.3.3.2 All necessary replacement parts provided by the Contractor for maintaining the equipment shall be new or equivalent to new in performance. All such parts, which are replaced in the noise terminals, become the property of the County. All parts, which have been removed, become the property of the Contractor.

3.3.3.3 The Contractor may charge for the reconditioning of any equipment directly in contact with the environment, which, in the opinion of the Contractor cannot be properly or economically repaired on site or at a Service Center due to excessive wear or deterioration. In the event reconditioning becomes necessary, the Contractor will provide the County an estimate of reconditioning charges for such item(s), if any. If the County does not elect to have the equipment item(s) reconditioned, the Contractor may withdraw service for such item(s).

3.3.4 Detailed service report indicating services performed, troubles found, correction made

3.3.5 Telephone/WebEx assistance and consultation for covered equipment:
24/7

3.3.6 Calibration and Certification of equipment

3.4 Location of Services to Be Provided

All maintenance and repairs will be performed on site or at a Bruel & Kjaer North America, Inc. service center as determined by the Contractor during normal working hours, Monday through Friday, 8:00 a.m. - 5:00 p.m., excluding holidays as specified in Appendix A, Section 5.

3.5 Holidays

The Contractor will not provide services to the County on the following holidays:

- a. New Years Day
- b. Martin Luther King Day
- c. President's Day
- d. Good Friday
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Thanksgiving
- i. Day after Thanksgiving
- j. Christmas Eve
- k. Christmas
- l. Day after Christmas

3.6 Exclusions From Maintenance Service

The Contractor shall have no obligation to provide maintenance services or replacement parts for equipment in connection with (a) Repair, replacement, or maintenance arising from (i) any intentional acts of negligence by the County, its employees, agents or invitees of any third party not under the control of the Contractor (ii) attempts to repair or service the equipment made by parties other than the Contractor's authorized agents (iii) use of special attachments or devices not provided by the Contractor in connection with the equipment (iv) misuse of the equipment including without limitation use of the equipment for any application or function for which it was not designed; (b) Repairs or maintenance of accessories, attachments, supplies, machines, or other devices not furnished by The Contractor., or of electrical work external to the equipment, or (c) Maintenance required by damage to the equipment resulting from transportation by the County, causes (other than ordinary use) within the reasonable control of the County, or any Force Majeure.

3.7 Additional Equipment

Upon presentation of new equipment warranty for each additional equipment purchased by the County from Bruel & Kjaer North America, Inc. whether before or after the effective dates of this Contract shall automatically be covered by the terms of this contract. The annual unit price, as specified in Appendix B, shall be charged for such new or eligible units of equipment if the County adds the equipment to this contract.

3.8 Warranty

The Contractor warrants that (a) the Contractor will provide the services described in Appendix A, Scope of Services, of this agreement which will be free from defects in materials and workmanship at the time of installation. The Contractor makes no other warranties, either express or implied, including any warranty of merchantability or fitness of use with respect to service or parts provided by the Contractor pursuant to this Contract.

- B. Following section for the pricing for calibration and maintenance services for noise monitors is hereby added to Appendix B, Price Schedule:

3. PRICING FOR CALIBRATION, MAINTENANCE AND RECONDITIONING SERVICES

3.1. Calibration and Maintenance Services For Noise Monitors

Payment For	Quarterly Installment Payment	Total Annual Payment
12/2/2010 – 12/1/2011	\$12,756.50	\$51,026.00
12/2/2011 – 12/1/2012	\$12,756.50	\$51,026.00
12/2/2012 – 12/1/2013	\$12,756.50	\$51,026.00
Payment For	Payment Amount	
12/2/2013 – 12/31/2013	\$4,252.17	

Total one year price of \$51,026.00 is for twenty-four (24) Noise Monitoring Terminals (NMT).

All installment payments shall be paid in the rears of each period.

(For informational purposes only: Annual Unit Price* \$2,126.00 per NMT)

*This price will be used to add additional equipment to the Contract.

3.2 Reconditioning Pricing Range (Section 3.3.3)

Reconditioning of 4184 microphone: \$1,500 to \$2,000 (Not-To-Exceed)

Reconditioning of 4952 microphone: \$1,000 to \$1,500 (Not-To-Exceed)

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. SS7293-0/13

Contractor
By: [Signature]
Name: ROBERT BRODECKY
Title: VICE PRESIDENT
Date: 11. 23. 2010
Attest: [Signature]
Corporate Secretary/Notary
Corporate Seal/Notary

Miami-Dade County
By: [Signature]
Name: Amos C. Roundtree
Title: Director, Purchasing Division
Date: 11/29/10
Attest: [Signature]
Clerk of the Board


IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. SS7293-0/13

Contractor
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Name: ROBERT BRODECKY
Title: VICE PRESIDENT
Date: 11. 23. 2010
Attest: [Signature]
Corporate Secretary/Notary
Corporate Seal/Notary

Miami-Dade County
By: [Signature]
Name: Amos C. Roundtree
Title: Director, Purchasing Divis
Date: 11/27/10
Attest: [Signature]
Clerk of the Board

